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COUNTY OF LOS ANGELES

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Chief Deputy Director

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Los Angeles, CA 90012

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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To ensure access to high-quality,  
patient-centered, cost-effective  
health care to Los Angeles  
County residents through direct  
services at DHS facilities and  
through collaboration with  
community and university  
partners*



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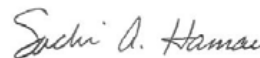
April 12, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

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April 12, 2011

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVAL OF AN AGREEMENT AND EXPENDITURES WITH THE  
CALIFORNIA ENDOWMENT FOR THE DEPARTMENT OF HEALTH  
SERVICES'  
PATIENT SAFETY CONFERENCE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute an Agreement and expend funds for catering services for the Department of Health Services Patient Safety Conference.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and delegate authority to the Director of Health Services (Director), or his designee, to sign an Agreement, substantially similar to Exhibit I, with The California Endowment for catering services for the Department of Health Services' (DHS) Patient Safety Conference on October 13-14, 2011, in an amount to not exceed Twelve Thousand Dollars (\$12,000).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommendation will allow the Director to sign an Agreement with The California Endowment for catering services for the 2011 DHS Patient Safety Conference. Section 5.40.097 of the Los Angeles County Code permits departments to purchase food and beverages for official functions and meetings authorized by the Director up to \$500 per occasion with a maximum of \$5,000 per year. The estimated amount, \$12,000, required to provide food and beverages for this event exceeds this limit.

## **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

Catering services are estimated at \$12,000, and the number of DHS attendees, which will range from 200-250, will determine the final cost. The final cost will not exceed \$12,000. Funding is included in DHS' Fiscal Year 2010-11 Final Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Beginning in 2004, The Joint Commission developed a core set of National Patient Safety Goals designed to improve the quality and safety of care provided in health care facilities. These goals require facility compliance as part of the tri-annual accreditation survey. Facilities must show compliance with these goals, not only during the accreditation survey, but also through a historical record of compliance.

Since 2005, DHS' Quality Improvement and Patient Safety (QIPS) program and DHS' Patient Safety Committee have conducted an annual Patient Safety Conference which addresses patient safety topics associated with Joint Commission accreditation, California Department of Public Health regulations, and evolving patient safety issues of importance to DHS' facilities. Communicating new patient safety requirements and recommendations from Joint Commission and other sources, as well as the methods by which compliance is obtained, is a focus of QIPS.

The annual conference is the only DHS-wide educational offering that aims to keep all DHS facilities informed about current and emerging topics in patient safety. Over 200 DHS staff participate in the conference and rate it highly. The conference specifically targets facility leadership, managers, supervisors, patient care providers and patient safety leaders.

Priority registration is granted to DHS staff who are not charged for the conference; however, if registration is less than expected, registration will open to public/private partnership staff and staff working in non-DHS health centers and local area hospitals. Non-DHS conference attendees will be charged the full per person cost.

Conference attendees are expected to obtain prior approval to attend the conference from their supervisors, and will receive continuing medical education units for their participation. Meals and beverages will be served during the conference to maximize staff participation and involvement in patient safety education. Conference activities will be scheduled throughout the day including meal times, and meals are limited to cold buffet-style selections to reduce catering costs.

**CONTRACTING PROCESS**

The California Endowment was selected after reviewing the availability and costs for similar sites. The California Endowment does not charge for conference space when an agency, such as DHS, conducts a conference geared to promoting fundamental improvements in health care.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendation will enable DHS to provide vital patient safety information to its staff.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.  
Director

MHK:rf

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

## EXHIBIT I

# TERMS AND CONDITIONS FOR FACILITIES USE

This Agreement is made by and between **The California Endowment** (hereinafter called “TCE”) and Client identified on the signature page.

All reservations and agreements for private conference functions and use of the facilities are made upon subject to the rules and regulations of **TCE** and the following conditions:

### **Reservations, Deposits and Payments**

- All reservations are held on a tentative basis until a signed copy of the Terms and Conditions is received in the exact form as sent. A reservation is confirmed only upon receipt of a signed Agreement and a deposit in the amount indicated on the attached Acknowledgment page; provided that TCE may waive such a requirement at our sole discretion.
- Final payment of the estimated outstanding balance of the event is due three (3) business days prior to the scheduled event and will require a signed credit card authorization for any remaining balance and extra charges, if any. A \$25.00 fee may be charged to Client, at TCE’s sole discretion, for all returned checks.
- If Client cancels an event with less than 30 days written notice, a cancellation fee of 10% of the contract amount will be retained by TCE.
- If Client cancels an event with less than 7 days written notice, a cancellation fee of 50% of the contract amount will be retained by TCE.
- If Client reschedules an event with less than 3 days written notice, a 10% rescheduling fee will be added to the new contract amount.
- A \$25 room deposit is required of all single room reservations. A \$50 room deposit is required for all multi room reservations or Yosemite A only. A \$200 room deposit is required for Yosemite Hall (A+B Combined). All deposits will be held until the events have concluded and then returned upon inspection of the facility. Checks will not be deposited unless damage to the CHC has occurred. Organizations with recurring reservations can make a one time \$200 deposit, known as the Frequent Requestor Deposit, that will be deposited.

### **Room Rentals and Conditions**

- All arrangements must be finalized at least 3 days prior to the event.
- All files, videos, documents, and power-point presentations by client must be received by TCE 3 days prior to event. TCE will load, scan, test and run any item prior to presentation.

- Scheduling an event at TCE does not constitute our endorsement or co-sponsorship of Client's organization and must not be reflected as such in any of Client's printed material or communications. A copy of Client's invitation must be provided to TCE and approved by TCE in writing prior to its printing.
- The room(s) designated for the event carries a minimum and maximum attendance number. If the final guarantee number is lower or higher than these numbers, TCE reserves the right to transfer the event to another room and/or increase or decrease the rental fee to Client based on the established TCE rental policies. A guaranteed attendance count is due 3 business days prior to the event. The guaranteed attendance count cannot be reduced after this confirmation unless other arrangements have been made in writing with the TCE Conference Manager.
- TCE reserves the right to shuffle room bookings provided that the change does not impact event specifications as submitted by the Client.
- All displays, exhibits, decorations, equipment must be checked in, and all musicians must check in, with the TCE Conference Manager at least 2 hours prior to transport and set up on TCE premises. Delivery and pick up times must be coordinated with Center for Healthy Communities Staff.
- All displays, exhibits, and decorations must conform to the Los Angeles City Building Code and Fire ordinances, and should be freestanding without attachment to walls, ceiling, or floor.
- Client shall be responsible for any injuries to any of Client's guest, the general public or TCE employees resulting from negligent action(s) by any person(s) in connection with Client's function, other than if caused by the willful misconduct or gross negligence of TCE. Client shall be held responsible for the cost of any damage to TCE property caused by any person(s) connected with Client's function. Client shall indemnify and hold harmless TCE, its agents and employees from all claims, actions, cause of action or liabilities arising out of or resulting from Client's use of the facilities.
- There may be additional charges to be determined according to the special needs of Client in accord with the volume and size of the event, including but not limited to audio visual equipment, rentals of subcontracted services which may include transportation, technicians, valet parking, or additional labor and security charges. Any additional or specific costs incurred by TCE in the set-up or operation of Client's event which are not part of the normal operating expense will be charged to Client.
- TCE will be monitoring the volume (sound level) of Client's entertainment. If volume is excessive, TCE reserves the right to shut down all entertainment.

- TCE reserves the right to inform Client or the function host of any of their guests who may be disorderly, obnoxious or out of control before TCE removes said guest(s) from TCE's premises.

### **Menu, Food & Beverage**

- All catering provided on TCE premises must be ordered through TCE's on site, contracted Caterer. Payment for food charges will be made out to said Caterer.
- No food or beverage of any kind may be brought into TCE by a Client without the written permission of TCE and are subject to such service and/or labor charges as are deemed necessary by TCE.
- Clients may not remove any food items from TCE premises.

### **Liability**

- TCE cannot assume liability for any personal property and equipment of Client or Client's guests or invitees brought to TCE facilities. TCE is not responsible for Client property, equipment, or materials not removed from the premises at the conclusion of the event.
- If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to TCE that he/she has full authority to sign this Agreement.
- If for any reason beyond control, but not limited to strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency condition, TCE is unable to perform its obligation under this Agreement, such nonperformance is excused and TCE may terminate this Agreement without further liability of any nature, upon return of Client's deposit. In no event shall TCE be liable for consequential damages of any nature for any reason whatsoever.

### **Miscellaneous**

- This Agreement contains all of the terms agreed to by the parties and shall supercede all prior agreement, written or oral, concerning the subject matter herein. Any changes to these terms must be made in writing and signed by both parties to be effective.
- Any notice required or permitted by the terms of the Agreement should be made in writing. All notices must be addressed to the person named and to the address below.

1000 N. Alameda St.  
Los Angeles, CA 90012  
Attn: Sue Ko

- Should any dispute occur under or based in any manner upon this Agreement, both parties consent to resolution by binding arbitration by one arbitrator, in the county of Los Angeles, California, in accordance with the rules of the American Arbitration Association (AAA). The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute, action or arbitration hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is unenforceable under applicable law, the remaining provisions of this Agreement shall continue in full force and effect.

**Acknowledgment**

By signing below, Client acknowledges that the foregoing conditions have been read and understood and Client agrees to comply with said conditions. Please return an executed copy of this Agreement with the specified deposit. So long as the Agreement and deposit are not returned, TCE reserves the right to cancel the tentative reservation. This signature page may be signed by the parties and sent by electronic transmission (facsimile).

\*\*\*\*\*DEPOSITS PAYABLE BY CHECK ONLY\*\*\*\*\*  
Please make checks payable to The California Endowment

Client signature:		Date: 11/1/10	
Print name: Kenneth Aaron		Phone: 213-240-7993	
Reservation name: LACDHS		Res. #: 22383	
Event name and date: LA County DHS Patient Safety Conference 10/13-10/14/11			
Location 1: Cabrillo	Location 2: Joshua Tree	Location 3: Yosemite	Location 4: Big Sur
Location 5: Catalina	Location 6: Tahoe	Location 7: Mojave	Location 8:
Deposit due by: N/A		Amount of deposit: \$0.00	
<b>FOR TCE USE:</b>			
Accepted by:		Date:	
Comments: Frequent requestor deposit on file. Please return signed contract by 11/15/10. Thank you.			



<b>PAYMENT REQUEST FOR FOOD SERVICE:</b>	
<input type="checkbox"/> I would like to pay by check. (PLEASE MAKE CHECKS PAYABLE TO SODEXHO AMERICA, LLC)	
<input type="checkbox"/> I would like to pay by credit card.	RESERVATION NUMBER
Please put the CREDIT CARD BILLING ADDRESS not your personal billing address:  Full name:  Street address:  City, State, Zip Code:  Credit card type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express  Credit card number:  Credit card expiration date:  I authorize TCE to charge my credit card for the amount(s) of my special event to be held at the Center for Healthy Communities, The California Endowment.  Signature:	

RF:r  
Board letter patient safety 2011 terms and conditions